

Solicitation Document

Title : **Facilities Maintenance and Management**

Solicitation Number : **6FEC-E6-030292-B**

Refresh Number : **16**

Created on June 10, 2011

COVER PAGE

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 3 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>).

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. 6FEC-E6-030292-B Refresh 16

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP Not applicable PART Not applicable SECTION Not applicable

COMMODITY: Not applicable

FSC CLASS(ES)/PRODUCT CODE(S): Not applicable

(b) **STANDARD INDUSTRY GROUP:** 8744

SERVICE: Facilities Maintenance and Management

SERVICE CODE(S): Various

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulations(s) from previous refresh are listed below

Number	Title	Clause/Provision
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR	Clause

PERSONNEL (SEP 2007)
 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY Clause
 MATTERS (APRIL 2010) (DEVIATED I - OCT 2010)

The added regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)	Clause
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	Provision
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I -- JAN 2011)	Clause
52.210-1	MATERIAL RESEARCH (APR 2011)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAR 2011)	Provision

The updated regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
552.238-78	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I -- FEB 2007)	Clause
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)	Provision
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II - DEC 2010)	Clause

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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Begin Regulation

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: 1500 E. Bannister Road, Room 1085 Kansas City, MO 64131

or

Phone (816) 823-1297.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

Begin Regulation

**SCP-FSS-001 GENERAL PROPOSAL SUBMISSION
INSTRUCTIONS (DEC 2010) (ALTERNATE I—DEC 2010)**

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) All information provided by the offeror shall be current concise, specific, and complete, and shall demonstrate a thorough understanding of the requirements described in the Statement of Work in Part I. By signing the offer, the offeror attests to the fact that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) All offers must include the following. Omission of any section or substantial deficiencies within any section will result in rejection of the offer.
 - (1) Section I *Administrative/Contract Data*
 - (2) Section II *Technical Proposal*
 - (3) Section III *Price Proposal*
- (d) Offers will be rejected if they do not meet all of the following criteria:
 - (1) Submit "Pathway to Success" training certificate.
 - (2) Submit a signed Standard Form 1449 (unless submitting an eOffer).
 - (3) If a consultant or an agent, other than an employee of the company, is being used during or after award, submit an agent authorization letter.
 - (4) Submit a completed Vendor Response Document (Vendor Information document if submitting an eOffer).
 - (5) The offeror currently has an up to date registration in Central Contractor Registry (CCR).
 - (6) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.
 - (7) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).
 - (8) Submit a completed Commercial Sales Practices (CSP) Format.
 - (9) Submit a complete Small Business Subcontracting Plan, as applicable.
- (e) *Withdrawal of Offer*: An offeror may withdraw its offer at any time prior to award by submitting a written withdrawal request to the GSA Contract Specialist evaluating the offer. If the offer is withdrawn, it can be resubmitted as a new offer at a later date.
- (f) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center

website (<http://vsc.gsa.gov>).

Begin Regulation

SCP-FSS-002 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2010) (ALTERNATE I—DEC 2010)

(a) Section I *Administrative/Contract Data*:

(1) Offeror must submit a copy of the certificate signifying that one of its current employees, who is an authorized negotiator for this offer, has completed the "Pathway to Success" training within the past year. "Pathway to Success" training is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Vendor Training" to access this free, web based training. The training session is less than two hours total and covers the major factors your organization should consider prior to submitting an offer to GSA.

(2) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).

(i) It is NOT necessary to submit a signed copy of the SF1449 or other signatures that may be required in the solicitation document because a digital certificate is required to submit an eOffer. Completing an eOffer through the eOffer system will constitute a signature wherever signature is required in this solicitation regardless of whether or not an electronic signature is present on the document requiring a signature. The offer must include the SF1449, the Vendor Information document (fill-in responses to the Vendor Response Document, GSA required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government).

(3) If a consultant is being used during or after award, submit an agent authorization letter. See FedBizOpps Document 12 for sample letter.

(4) Offeror shall provide a complete copy of its current CCR and ORCA which includes applicable NAICS codes for services/products offered.

(5) Offeror shall provide a copy of any cancellation and/or rejection notice(s) your firm has received in the preceding two years from any previous GSA Schedule contracts or proposals.

(6) Offeror shall provide the contract number(s) and price lists of any other GSA Schedule contract(s).

(7) Offeror shall identify any pending offers under other GSA Schedules including the name and phone number of the contract specialist evaluating the offer.

(8) Offeror should not submit clauses Incorporated by Reference (IBR) document (FedBizOpps Document 5), which is the full text of all the clauses incorporated by reference.

(9) Unless otherwise requested, offerors should not submit brochures, newsletters, or other marketing materials.

(10) Elaborate artwork, expensive paper and bindings, and visual or other presentation aids are discouraged.

(11) Provide a copy of offeror's most current, complete, audited (if available) two years of financial statements (at a minimum, balance sheets and income statements). GSA uses balance sheet and income statement information to determine financial responsibility. NOTE: Do NOT submit tax returns. Provide an explanation for any negative financial information disclosed, including negative equity or income. You may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available.

(12) Small Business Subcontracting Plan, if applicable The offeror shall prepare and submit a Small Business Subcontracting Plan if, pursuant to the applicable NAICS codes and size standards, it is determined to be other than a small business concern for purposes of this solicitation. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your proposal. Large businesses, nonprofit organizations and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan (see Clause 552.219-72, incorporated by reference). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the Contracting Officer prior to award. A sample outline that may be used in preparing a subcontracting plan is included as FedBizOpps Document 7 (ref. FAR 19.702).

GSA's subcontracting goals for Fiscal Year 2011 are:	
Category of Small Business	Goal % of Total Subcontracting Dollars
Small Business (total of all types)	30%
HUBZone	3%
Small Disadvantaged	5%
Women Owned	5%
Veteran Owned	3%
Service Disabled Veteran Owned	3%

(b) Section II *Technical Proposal*: The technical proposal is comprised of four factors Factor One (Corporate Experience), Factor Two (Relevant Project Experience), Factor Three (Past Performance) and Factor Four (Quality Control). All offers shall address these factors as instructed below. If the offeror is proposing multiple Special Item Numbers (SINs), they shall clearly identify each SIN with the corresponding technical information. Please provide a narrative for each of the following sections to demonstrate your company's capabilities in satisfying ALL underlying requirements listed below.

(1) Factor One Corporate Experience: Submit a two page (maximum) narrative describing the company's corporate experience in all services provided under this Schedule, regardless of the number of SINs being offered. Your company must have provided the type of professional services under this schedule to either a Government or Commercial entity for a minimum of two years. At a minimum, your narrative must include the following:

- (i) Organization's number of years of corporate experience in the services described in Part I of this solicitation.
- (ii) Organization's size, experience in the field, and resources available to enable the offeror to fulfill requirements.
- (iii) Brief history of the organization's activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the offeror's organizational and accounting controls and manpower presently in house or the ability to acquire the type and kinds of personnel proposed.
- (v) Describe/identify how you intend to market services to federal clients.

(vi) Discuss the use of subcontractors. If applicable, a letter of commitment is required to cover the term of the contract.

(2) Factor Two *Relevant Project Experience*:

(i) For each service SIN offered, the offeror must provide descriptions of two (2) projects. Each description must state the SIN to which it applies, and identify the specific services being proposed for that SIN.

(ii) The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.

(iii) The offeror must demonstrate that the tasks performed are of a similar complexity to the work solicited under each SIN. The offeror may provide the same project for more than one SIN as long as the description identifies which specific work relates to each SIN. All examples of completed services must have been found to be acceptable by the client. Project descriptions shall not exceed four (4) pages per project.

(iv) Each project description shall include the following customer reference information:

- (A) Customer/Client Name
- (B) Project Name/Contract Number
- (C) Customer Point of Contact for Project
- (D) POC's phone number and email
- (E) Project performance period (include months/years)
- (F) Dollar value of the entire project
- (G) Dollar value received for the work performed relevant to the SIN offered
- (H) Brief summary of the project as a whole (background, purpose, etc.)
- (I) A copy of the Statement of Work for the project; this does not count against the limitation of four pages per project.

(v) As applicable, each project description shall include a narrative account of the work performed that addresses the following elements:

- (A) Detailed description of SIN relevant work performed and results achieved
- (B) Methodology, tools, and/or processes utilized in performing the work
- (C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (E) How the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of this solicitation)
- (F) Demonstration of specific experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation)

(vi) Substitution For Relevant Project Experience: If project experience does not exist, the offeror may substitute relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services, and include all elements of (b)(2)(v) of this provision.

(3) Factor Three *Past Performance*: The offeror shall order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). See FedBizOpps Document 6. Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(i) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(ii) The offeror shall submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (including information on up to 20 customer references) with its proposal. Failure to submit the order form and the completed evaluation with the offer will result in rejection of the proposal. A "customer reference" is defined as a person or company that has purchased services from your firm.

(iii) Offeror is advised to use references from projects involving services related to this solicitation and/or those performed under the appropriate NAICS code(s) related to services offered. If these references were not provided to ORI, please explain why.

(iv) The offeror shall address any negative feedback contained in the ORI report. Explain what actions your firm has taken to minimize the problems that resulted in negative feedback.

(4) Factor Four *Quality Control*: Submit one narrative regardless of the number of SINS offered, not to exceed two (2) pages, addressing each of the following items to demonstrate your firm's capabilities in satisfying ALL underlying requirements listed below.

(i) Describe the internal review procedures which facilitate high quality standards in the organization.

(ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.

(iii) State whether or not subcontractors are used and, if subcontractors are used, describe the quality control measures the offeror uses to ensure acceptable subcontractor performance.

(iv) Describe how your firm handles potential problem areas and solutions.

(v) Describe the procedures for insuring quality performance while meeting urgent requirements.

(vi) Identify the strategies your firm will implement to manage and complete multiple projects for multiple agencies simultaneously.

(c) Section III *Price Proposal*:

(1) GSA's pricing goal: Obtain equal to or better than the Most Favored Customer (MFC) pricing with the same or similar terms and conditions. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers." GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. If the MFC is a Federal agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis for award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a). The prices submitted represent fully burdened rates inclusive of all cost factors (e.g., direct labor, in direct labor, G&A, profit, and IFF).

(2) The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation (See paragraph (12) below). Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item"). Submit an electronic copy of the proposed pricing.

(i) As part of the Price Proposal: Offeror shall outline all services being proposed. At a minimum, the offeror should provide the following information:

- (A) SIN(s) proposed
- (B) Service/Product proposed
- (C) MFC/Best commercial customer
- (D) MFC/Best commercial customer price
- (E) Discount % offered to MFC/Best commercial customer
- (F) Discount % offered to GSA
- (G) Prices offered to GSA (excluding IFF)
- (H) Prices offered to GSA (including IFF)

(3) When training courses are offered, pricing will include the following information:

- (i)
 - (A) Title and brief description of the course, including major course objectives
 - (B) Length of course (number of hours/days)
 - (C) Minimum/Maximum number of participants
 - (D) Price for additional students above minimum (if applicable)
 - (E) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)
 - (F) Commercial price of course ("N/A" if offering market based prices)
 - (G) Discount % offered to GSA ("N/A" if offering market based prices)
 - (H) Price of course offered to GSA (excluding IFF)
 - (I) Price of course offered to GSA (including IFF)

(ii) Note: These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSAAvantageTM. Submit an electronic copy of the description of each course offered.

(4) The offeror may propose separate rates for "domestic" and "overseas" services based on the application of variations in their indirect costs, depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which are considered "domestic" rates and which are considered "overseas" rates.

(5) The offeror may propose separate rates for "customer facility" and "contractor facility" (also known as "offsite/onsite"), based on the application of variations in its indirect costs depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which is for work at the "customer facility" (i.e., the ordering activity/agency) and which is for work at the "contractor facility."

(6) Offeror is required to include a 0.75% Industrial Funding Fee (IFF) in the prices submitted with their offer (See contract clause 552.23874, Industrial Funding Fee and Sales Reporting). The fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

- (7) (i) When pricing is based on a Commercial Price List (CPL), submit two copies of the company's current dated CPL/Standard Rate Sheet (this is a stand alone document that was not prepared for this solicitation). Submit proposals for the base year only. Pricing based on the CPL are subject to the Economic Price Adjustment Clause at 552.21670.

OR

(ii) Pricing based on Commercial Market Prices are subject to the Economic Price Adjustment Clause, I-FSS-969. If offering market pricing in accordance with Clause I-FSS-969, the offeror must propose a fixed rate of escalation or identify an economic indicator such as the Bureau of Labor Statistics Employment Cost Index.

(8) For each proposed labor category, the offeror shall provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the firm's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree). These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSAAvantage!TM. Submit an electronic copy of the labor category descriptions and minimum education and minimum experience requirements for each labor category.

(9) Travel will be handled in accordance with clause C-FSS-370. Costs for transportation, lodging, meals and incidental expenses incurred by the contractor are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. They should not be included in the offered prices and will be considered at the task order level.

(10) The Commercial Sales Practices Format (CSP) must be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP must be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales (CSP).

(11) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.

(12) The offeror must provide supporting pricing documentation for EACH proposed service/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and MUST be included in the Offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(13) If offering professional services (as defined by 29 CFR 541), offeror MUST submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

(14) If offering professional or technical services, submit a copy of the offeror's policy that addresses uncompensated overtime in accordance with Clause 52.237-10 Identification of Uncompensated Overtime.

(15) Repair and Alterations (R&A): Applicable to the solicitation 6FEC-E6-030292-B: Information for offering R&A is located in PART I. Clauses specific to R&A are located in a separate FedBizOpps document.

(16) Service Contract Act: Applicable to this-solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

(i) The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this schedule except for any pricing offered for service outside of the United States. The SINS to which the SCA applies are identified elsewhere in the solicitation. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document "SCA Index of Wage Determinations." The full text version of each wage determination can be viewed at www.wdol.gov. Some of the proposed labor categories may be subject to the SCA (usually nonprofessional

categories). As such, it is important that the offeror verifies that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas where the offeror expects to perform the majority of work under the contract.

(ii) A contract must meet only the base rate and fringe benefit rate requirements in the SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Contract. The WD Revision Number in the GSA contract takes precedence over any WD Revision Number an agency incorporates into an RFQ at the Task Order Level. Contractor cannot increase its GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.

(iii) Identify the SCA wage determination(s), including determination number, revision date, state and counties that were used to determine that the rates offered are in compliance. The revision numbers of the wage determinations listed in the solicitation index of wage determinations should be used in the comparisons.

See the sample below for how labor categories subject to the SCA are to be submitted as part of the GSA proposal. Labor category titles and rates are shown for example purposes only.

Labor categories	Hourly Rate
Principal	\$100.00
Engineer	\$80.00
Secretary**	\$20.00
Scientist	\$80.00
Driver**	\$25.00
Engineering Technician**	\$26.00
Administrative Assistant**	\$18.00
**Indicates SCA eligible categories. See the SCA Matrix following the price list for additional information regarding these labor categories.	

(iv) The following paragraph is meant to be instructive and NOT to be copied as part of the proposed GSA price list.

For all the identified SCA eligible labor categories, map the SCA equivalent labor category title (titles/descriptions available at <http://www.wdol.gov>. Click on the "library" link, then download the SCA Directory of Occupations, 5th Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

(v) Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(vi) Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."

(vii) (A) There are three methods for determining price adjustments of Service Contract Act (SCA) eligible labor categories ONLY. The offeror will be required to select one method for the life of the contract.

(1) Method 1: Price Adjustment for the base contract period and all options exercised shall be in accordance with clause 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the Contracting Officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

(2) Method 2: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969, Economic Price Adjustment FSS Multiple Award Schedule, utilizing any of the methods available in the solicitation under that clause.

(3) Method 3: When the offered prices are based upon a commercial price list, then only revisions in the commercial price list will enable the contractor to revise prices. They will only be allowed increases in accordance with clause 552.216-70, Economic Price Adjustment FSS Multiple Award Schedule Contracts.

(B) Regardless of the method used, contractor must ensure that within 30 calendar days after the effective date of any modification to revise pricing based on changes in the applicable wage determination(s), the electronic catalog is updated on GSA Advantage!™.

(viii) Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

(ix) Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D

Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

Note: Regulation SCP-FSS-002

Offerors are encouraged to use the optional documents entitled, "Administrative Proposal," "Technical Proposal," and "Price Proposal," in preparing the offer. (See Document 14) These templates are not mandatory to use, but contain the major mandatory elements required in the proposal instructions included in provisions SCP-FSS-001 and SCP-FSS-002 above. Offerors must ensure that any required attachments referenced in the templates are uploaded into GSA eOffer.

Begin Regulation

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Note: Regulation 552.219-71

The subcontracting plan threshold has been increased to \$650,000 (\$1,500,000 for construction).

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Part I - GOODS & SERVICES

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 3 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

Scope of Schedule 03FAC, Facilities Maintenance and Management

Overview

Under the GSA Schedules Program (also referred to as Multiple Award Schedules and Federal Supply Schedules), GSA establishes long-term government-wide contracts with commercial firms to provide access to over four million commercial services and products. These can be ordered directly from GSA Schedule contractors or through the GSA Advantage! On-line shopping and ordering system.

Purpose

The purpose of this Facilities Maintenance and Management Solicitation enable government agencies to meet demands for range of services related to Facilities Maintenance and Management Solutions for Real Property; Industrial, Aerospace, and Marine Painting; Dockside Facilities Maintenance, Repair Services and Dry Docking; and Energy Management, Water Conservation and Support Services.

Scope of Services

The contractor will be responsible for providing Facilities Maintenance and Management services to meet an agency's mission, need or requirement.

Note 1: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

Note 2: Architect-Engineering (A/E) Services as that term is defined in FAR 36.601-4 are excluded from the Schedules Program. If the agency statement of work, substantially or to a dominant extent, specifies performance or approval by a registered licensed architect or engineer for services related to real property, the Brooks Architect-Engineers Act applies and such services must be procured in accordance with FAR Part 36. Use of this schedule for Brooks Act architectural or engineering services is not authorized.

Note 3: Special Proposal Instructions related to SIN 003-97 (Ancillary Repair and Alteration) (Document 14)

The Ancillary Repair and Alteration work must be incidental to the primary services offered under the Schedule.

Firms offering Ancillary Repair and Alteration service in accordance with SIN 003-97 must:

*Submit rates that are inclusive of the Industrial Funding Fee (IFF), and must identify the Davis-Bacon Act (DBA) general decision number and specific modification number. Standard commercial pricing methods may be proposed. Regardless of method used, it must be supported by documentation and address a reasonable method of pricing. Please note: FAR 16.102(c) prohibits use of the cost-plus-percentage-of-cost system of contracting.

*Submit a WORD or EXCEL document (that is not read-only or a pdf file) that identifies only the DBA labor categories and prices as shown in the example below.

Labor Categories	GSA Price (inclusive of IFF)	General Decision Number	Modification Number
Carpenter	\$		
Electrician	\$		

*Submit pricing based on an established commercial price list or market based prices. In either event, the offeror must provide adequate price supporting information/data in the form of invoices, contracts or some similar documentation. Invoices must be less than one year old. (Note: The RS Means is also considered an appropriate pricing guide to aid in the support of proposed pricing.)

*Services must be priced in accordance with FAR 8.404(d), and will be either hourly rates or fixed price for performance of a specific task (e.g. installation, maintenance and repair).

*The proposed pricing must include sufficient information for each service offered to enable the reviewing contracting officer to perform a price analysis in accordance with FAR 15.404-1.

For federally-owned space managed by GSA Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alteration work can be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor.

Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the Ancillary Repair and Alteration services.

SIN 003-97, Ancillary Repair and Alteration shall not be used for any PBS leased space.

Any agency contracting officer ordering services under SIN 003-97 is responsible for complying with that agency's internal policies when procuring Ancillary Repair and Alteration services. This may include a specific warrant delegation for procuring construction services when the estimated amount of this portion of the task order exceeds \$2,000 (Ref. FAR 22.400).

GSA Price List:

1. Submit a WORD or EXCEL document (that is not read-only or a pdf file) that includes all labor categories, prices, and labor category descriptions, as well as any applicable DBA matrix and narrative.
2. All identified DBA eligible labor categories must be mapped to the appropriate DBA General Decision Number (available at <http://www.wdol.gov>). Utilize the following spreadsheet format (labor category shown is for example purposes):

DBA Eligible Contract Category	State	Construction Type(s)	General Decision No.
Carpenter	WA	Building, Heave and Highway	WA0808889

CI-FSS-053, INDEMNIFICATION AND LIABILITY

For disposal, recycling or salvage services performed under any SIN cited in Solicitation 6FEC-E6-030292-B, Facilities Maintenance and Management it is understood that the General Services Administration (GSA) does not become owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation, reclamation, recycling, and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and

shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent resulting from the fault, negligence, or wrongful act omission of the contractor, its agents, or employees. EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring remediation, reclamation, recycling and/or disposal services for property it owns and/or for which it has legal jurisdiction.

Note 4: Special Proposal Instructions related to SIN 811-002, Complete Facilities Maintenance:

Offerors seeking award under SIN 811-002 (Complete Facilities Maintenance) must submit an offer which encompasses at least 3 of the specific tasks as listed in this SIN. In addition, Offerors performing at least 3 of the specified tasks as listed in this SIN shall show understanding of requirements, have key personnel, and experience for continuous complete facilities maintenance in their technical offer. Continuous Complete Facilities Maintenance is defined as 1 (one) year or more for a minimum of 8 (eight) hours per day.

Any Offeror performing fire alarm system preventive maintenance and repair services and/or fire suppression system preventive maintenance and repair services under 811-002 (Complete Facilities Maintenance) must also meet all of the requirements, including the certifications and qualification requirements listed in Document 15, in SIN 561-001 (Fire Alarm System Preventive Maintenance and Repair Services) and SIN 561-002 (Fire Suppression System Preventive Maintenance and Repair Services) respectively.

Offerors that include Elevator Preventive Maintenance and Elevator Inspection shall comply with technical standards referenced in the individual SINs for those services.

Note 5: Special Proposal Instructions related to SIN 811-003, Complete Facilities Management:

Any Offeror performing fire alarm system preventive maintenance and repair services and/or fire suppression system preventive maintenance and repair services under 811-003 (Complete Facilities Management) must also meet all of the requirements, including the certifications and qualification requirements listed in Document 15, in SIN 561-001 (Fire Alarm System Preventive Maintenance and Repair Services) and SIN 561-002 (Fire Suppression System Preventive Maintenance and Repair Services) respectively.

Note 6: Special Proposal Instructions related to SIN 561-001, Fire Alarm System Preventive Maintenance and Repair Services (Document 16):

Offerors seeking award under SIN 561-001, Fire Alarm System Preventive Maintenance and Repair Services must submit concise descriptions of the fire alarm system maintenance services offered and how they represent the SIN. For example, the description must include a discussion regarding: testing frequencies; testing methods; maintenance, inspection, and testing records; critical and non-critical service calls; and how the Offeror will address circumstances where repairs cannot restore the fire alarm system within 4-16 hours. In addition, the Offeror must submit a resume for each professional staff member (i.e., field technicians) assigned work described in the SIN. Each resume must include; (1) the NICET Level Certification number and expiration date, (2) any factory trained certification and expiration date for each specific manufacturer equipment, and (3) any State and local jurisdiction certifications or licenses and expiration date. Lastly, the Offeror must submit a minimum of 3 corporate experience examples, within the last two years, which are germane to the scope of work of this SIN. Please note that SIN 561-001 is a fire alarm system preventive maintenance and repair service contract and is not a fire alarm system installation contract.

Note 7: Special Proposal Instructions related to SIN 561-002, Water Based Fire Suppression System Preventive Maintenance and Repair Services (Document 16):

Offerors seeking award under SIN 561-002, Water Based Fire Suppression System Preventive Maintenance and Repair Services must submit concise descriptions of the water based suppression system maintenance services offered and how they represent the SIN. For example, the description must include a discussion regarding: testing frequencies; testing methods; maintenance, inspection, and testing records; critical and non-critical service calls; and how the Offeror will address circumstances where repairs cannot restore the water based fire suppression system within 4-16 hours. In addition, the Offeror must submit a resume for each professional staff member (i.e., field technicians) assigned work described in the SIN. Each resume must

include; (1) the NICET Level Certification number and expiration date, and (2) any State and local jurisdiction certifications or licenses and expiration date. Lastly, the Offeror must submit a minimum of 3 corporate experience examples, within the last two years, which are germane to the scope of work of this SIN. Please note that SIN 561-002 is a water based fire suppression preventive maintenance and repair service contract and is not a water based suppression system installation contract.

GENERAL INFORMATION CONCERNING OFFER

Offerors are not required to submit an offer on all special item numbers (SINs) nor do Offerors have to provide every service under an individual SIN except as noted above for SIN 811-002.

The price(s) offered for each SIN shall be inclusive of the base 5 years, and the three five-year options.

Once awarded a contract on this Multiple Award Federal Supply Schedule, contractors compete for business, and are responsible for marketing. There is no guarantee of business.

This schedule is non-mandatory. If a potential customer (ordering activity) can find prices lower on the open market, they may order outside the schedule. Therefore, it is strongly encouraged that Offerors provide prices that are highly competitive.

In accordance with the ordering procedures for services, ordering activities will solicit requests for quotes (RFQ) from Contractors on the schedule. Contractors will respond with a quote based upon their awarded prices. The preferred type of Task/Delivery order issued against the contract is Firm-Fixed Price, however, Labor-Hour or Time and Material task orders may be issued when the ordering agency deems it appropriate, provided a determination is made in accordance with FAR 16.601(b) and 16.601(c).

The Government may evaluate offers and award a contract without discussions with Offeror. Therefore, the initial offer should contain the Offerors best terms from a price and technical standpoint.

Contractor Team Arrangements are encouraged under the federal Supply Schedules Program, for additional information see FAR 9.6 and Contractor Team Arrangements at our website <http://www.gsa.gov/cta>.

This procurement is unrestricted. All eligible sources are able to submit a proposal in response to this Request for Proposal (RFP). The North American Industry Classification System (NAICS) code cited throughout the solicitation is for internal business size standard purposes only and is not meant to restrict this procurement to small businesses.

Quarterly Sales Reports: A sales/activity report must be provided to <http://vsc.gsa.gov> on a quarterly basis.

Offerors attention is directed to FAR 9.5 Organizational and Consultant Conflict of Interest and Clause C-FSS-370 CONTRACTOR TASKS/SPECIAL REQUIREMENTS. The Ordering Agency Contracting Officer has determined that potential conflicts of interest may occur during performance of the resultant contract. These include circumstances involving (1) systems engineering and technical direction, (2) preparation of specifications or work statements, (3) providing evaluation services, and (4) obtaining access to proprietary data or information.

Ordering Officers may impose organizational conflict of interest provisions and/or clauses as they determine appropriate based upon the individual situation.

SPECIAL INSTRUCTIONS FOR PRICING ALL SERVICES ON AN HOURLY BASIS AT THE TASK ORDER LEVEL

(a) Total price Services will be established at the time the Task/Delivery Order is placed by the ordering agency and will be based on the prices awarded in the resultant contract. The estimated number of hours negotiated with the ordering agency and the labor category (ies) provided will be shown on the resultant Task/Delivery Order. If the agency Contracting Officer has made a Determination and Finding (D&F) that it is necessary and in the best interest of the Government to purchase from these SIN(s) on a Labor Hour or Time and Material I

basis, the resultant Task/Delivery order shall specify the Not to Exceed price, showing the Labor Category (ies) proposed (with the hourly and daily rates for each) the material proposed with unit price for each, and any Other Direct Costs (ODCs). All prices/rates proposed must be derived from the awarded GSA schedule contract prices/rates awarded. Any item (ODC) proposed that are not derived from the GSA contract prices awarded must be identified as Open Market Items which can only be awarded at the task order level in accordance with FAR Subpart 8.402(f).

(b) Purchase of Open Market Items - NOTE: Open Market Items are also known as incidental Items, non-contract items, non-schedule items, and items not on a Federal Supply Schedule contract.

IAW FAR subpart 8.402(f), for administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS)-referred to as open market items-to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, only if:

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Part 13, 14, and 15) and small business programs (Part 19);
- (2) The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

REQUIRED INSURANCE (APPLICABLE TO ALL SINs associated with Facilities Maintenance and Management).

Reference the FAR clause 52.228-5 entitled Insurance Work on Government Installation the Contractor shall, at its own expense, procure and thereafter maintain at a minimum the following kinds of insurance with respect to performance of services under this contract.

- (1) Workers Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workers Compensation insurance shall extend to cover employers liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
- (2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.
- (3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.
- (5) The certificate of insurance for other than workers compensation shall reflect the following:
 - (a) The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies, and (b) the GSA shall be named additional insured.

Overseas Differential Pay (Reference PIN 2007-04 of 29 March 2007)

The purpose of this provision is to describe how overseas differential pay will be handled on any task orders issued pursuant to Federal Supply Schedule contracts for services.

Definition: Overseas differential pay includes many types of allowances, including Post (Cost of Living)

Allowance, Post (Hardship) Differential, Living Quarter Allowance, Education Allowance, Foreign Per Diem, and Danger Pay Allowance.

Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions.

The Department of State's Standardized Regulations (DSSR) provides the regulations governing allowances, differentials (i.e. Hardship Post and/or Danger Pay) and definitions for all designated areas for all U.S. Government civilian employees. The DSSR provides for additional compensation for service in foreign locations where conditions of environment differ so substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive. For U.S. Government civilian employees, hired in the United States, these are cumulative with a maximum of 35 percent each over the basic pay. (The cumulative maximum differential is 70 percent over basic pay, for an overall compensation of 170 percent of base pay.)

Applicability to contract performance: In order to facilitate contractor performance in areas where these differentials may be appropriate, this provision allows the use of the State Department's regulations and allowances as a basis for establishing differential labor rates on task orders. Information on current rates is available at the U.S. Department of State, Office of Allowances web site (http://aoprals.state.gov/Web920/default.asp?menu_id=95). If payment of a differential is determined appropriate by the task order contracting officer, that contracting officer may utilize any method to determine the labor rate (or additional price if pricing is based on other than labor rates) actually paid to the contractor. However, in no event shall the total price paid exceed the Schedule contract price plus the State Department compensation rate applicable to the locality in question.

Example: A task order is contemplated with performance in Kabul, Afghanistan. As of the date of the contractors quotation, the State Department allowance for this location is 70%. The contract rate for the labor category in question is \$100.00 per hour. Therefore, the maximum allowable differential rate for that labor category would be \$170.00 per hour.

Group Name: Dockside Facilities Maintenance, Repair Services and Dry Docking

812 001 --- Dry Docking Services:

Service include, but are not limited to the lifting of vessels out of the water for inspection, maintenance and repair of hull surfaces and undocking after completion of work. This includes floating dry docks, graving dry docks, marine railways, vertical lifts, and travel lifts and cranes used in the removal of marine vessels from the water for the performance of inspection, testing, maintenance and repair services. Services include, but are not limited to, providing all provisioning, labor and materials for dry docking operation of a variety of classes of marine vessels.

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	\$7 million

812 002 --- Dockside Maintenance and Repair Services:

Services include, but are not limited to, the performance of full inspection, testing, repair, and maintenance services for Federal marine vessels. These maintenance and repair services could include, one or more of the following: preservation of ship structures, deck covering systems, welding processes, temporary hull access, electrical and HVAC systems, auxiliary machinery systems, shipboard ventilation systems, electrical rotating machines, generators and motors, propulsion systems, and tank and void inspection, testing, repair and maintenance.

Sales: \$661,467

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
336611	Ship Building and Repairing	1000 employees

Group Name: Energy Management, Water Conservation and Support Services**871 100 --- Ancillary Supplies and/or Services -**

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.

Sales: \$7,728

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

871 202 --- Energy Management Planning and Strategies

A four-phase Comprehensive Energy Management Solution consisting of all four phases of an energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED.

1. Consulting/Auditing/Energy Management Solutions - This includes the strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans, renewable energy surveys and energy management solutions.
2. Concept Development and Requirements Analysis? This includes the analysis of the audit results and outlined requirements to design a detailed energy management project concept.
3. Implementation and Change Management - This includes the implementation and integration of more energy efficient practices and systems and training in using them effectively.
4. Measurement and Verification - This includes the performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.

Sales: \$8,587,473

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541618	Other Management Consulting Services	\$7 million

871 203 --- Training on Energy Management

Including, but not limited to, reducing energy consumption, mitigating risk with energy systems, operating systems efficiently, making energy efficient system choices, and energy efficient buildings certification programs such as LEED.

Sales: \$976,116

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
611430	Professional and Management Development Training	\$7 million

871 204 --- Metering Services

Including, but not limited to, the installation of metering equipment and software used for the collection of data and measurement of energy consumption through electric, gas, water or steam utilities, the utilization of data to ensure energy conservation goals are being met, and

allows for the measurement and tracking of the cost effectiveness of energy technology investments. This could include basic metering services, advanced metering services, maintenance, installation, removal and disposal of new or existing equipment. Security clearances such as HSPD-12 may be required.

Sales: \$1,754,552

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561990	All Other Support Services	\$7 million

871 205 --- Energy Program Support Services

Including, but not limited to, energy choice analysis and/or feasibility studies; billing and management oversight to include utility bill auditing; utility bill data base set up and management; reporting; bill itemization and allocation; bill payment and assistance in preparing energy services related agency statements of work. Energy efficient buildings certification programs such as LEED may be included.

Sales: \$2,654,795

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561990	All Other Support Services	\$7 million

871 206 --- Building Commissioning Services

Including, but not limited to, comprehensive building commissioning services on new construction, major modernization projects, and existing energy consuming buildings and facilities designed to ensure the building systems are designed and built to operate as efficiently as possible. This includes re-commissioning and retro-commissioning services. Energy efficient buildings certification programs such as LEED may be included.

Sales: \$6,989,590

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	\$12 million

871 207 --- Energy Audit Services

Including, but not limited to, developing, executing, and reporting on audit plans and/or perform energy and water audit services. Energy audits may range from cursory to comprehensive. Including, but not limited to data collection, data analysis, benchmarking with tools such as Energy Star, and written recommendations of suggested upgrades of electrical and mechanical infrastructure, including their impact on energy consumption and pollution can include recommendations for using alternative Energy Sources. Energy efficient buildings certification programs such as LEED may be included.

Sales: \$8,462,325

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

871 208 --- Resource Efficiency Management (REM) -

This service involves the utilization of an on-site Resource Efficiency Manager or advocate to assist federal agencies with sustainability initiatives/improvements. These advocates shall work on-site at federal facilities. REM contracts are typically one year long with an option to renew for two or three years. Services could include, but are not limited to, energy usage assessments, providing recommendations on possible steps to improve energy efficiency, progress tracking on sustainability improvements, reporting, etc. Energy efficient buildings certification programs such as LEED may be included.

Sales: \$2,534,693

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541618	Other Management Consulting Services	\$7 million

871 209 --- Innovations in Renewable Energy -

Innovative approaches to renewable energy. These might include, but are not limited to, new developments or improvements in providing renewable energy and managing energy through biomass conversion, solar energy, fuel cells, geothermal energy, hydropower (tidal power, wave power, tidal stream power, waterwheels, and hydro electricity), wind power or other sources. These approaches should be capable of providing renewable and/or sustainable energy and sustainability services that are more carbon-neutral, thereby lessening dependence on traditional non-renewable, fossil fuel sources of energy such as coal, oil, natural gas and propane.

Sales: \$16,961,409

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

871 210 --- Water Conservation

Water Conservation: Services and consulting related to the reduction of water usage, reduction of potable water consumption intensity, reduction of industrial, landscaping and agricultural water consumption, promoting, and implementing water reuse strategies, recycling of water for multiple purposes, retention of water, improvement of water quality and water flow. Also includes consulting on storm water run-off and property hydrology maintenance and restoration. These services can include, but are not limited to, consultation, facility water audits, water balance, and water system analysis.

Sales: \$2,979,556

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

871 211 --- Energy Consulting Services -

Contractors shall provide expert advice, assistance, guidance or counseling on energy related projects or initiatives to assist agencies in adhering to energy legislation and policy such as EPACT 2005, Executive Orders 13423 and 13514. Consulting services covered by this SIN include:

Energy management or strategy

Energy program planning and evaluations

Energy related studies, analyses, benchmarking and reporting such as feasibility studies, vulnerability assessments, and energy security

Assistance in meeting energy efficient building standards such as Leadership in Energy and Environmental Design (LEED), Green Globes and Energy Star.

Advisory services in obtaining alternative financing for energy projects such as Energy Savings Performance Contracts, Power Purchase Agreements or Enhanced Use Leases.

Consulting on carbon emissions trading programs

Consulting on where to obtain renewable energy credits/certificates

Consulting on greenhouse gas measurement and management

Strategic sustainability performance planning

Consulting on obtaining high performance sustainable buildings

The implementation, testing and evaluation of networked energy management systems and services that utilize Internet Protocol - Next Generation (IPv6) enabled systems

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541690	Other Scientific and Technical Consulting Services	\$7 million

871 299 --- Introduction of New Services

A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government or not currently available under any GSA Contract, but is categorically related to this procurement. The SIN is available to all subSchedules in the Consolidated Schedule.

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R498

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

Group Name: Facilities Maintenance and Managment Solutions for Real Property

003 01 --- Smart Buildings Systems Integrator

Includes the comprehensive integration of building systems and technology using a non-proprietary and open architecture. Typical building systems to be integrated include: building automation, life safety, telecommunications, facilities management, security, energy and environmental control, HVAC, lighting, building envelope, access control, power management, cabling infrastructure/wireless, VOIP, video distribution, video surveillance, data network, etc. Typical integration functions include, but are not limited to: requirements analysis, strategic systems planning, system configuration, implementation alternatives, integration planning, system component acquisition, component integration, testing and analysis, interaction with Building Operations Centers, collection/manipulation of smart building component data, configuration management and control, design-guide development, operational training and support, monitoring, reporting and managing of the systems, and systems maintenance.

Sales: \$24,020

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541690	Other Scientific and Technical Consulting Services	\$7 million

003 97 --- Ancillary Repair and Alterations

Repair and Alterations ancillary to existing SINs under this Schedule. Ancillary Repair and Alterations projects are those (1) solely associated with the repair, alternation, delivery or installation of products or services also purchased under this Schedule, and which are (2) routine and non-complex in nature, such as routine painting or carpeting, simple hanging of drywall, basic electrical or plumbing work, landscaping, and similar noncomplex services. This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).

The work performed under this SIN shall be associated with existing SINs that are part of this Schedule. Ancillary Repair and Alterations shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary repair and alteration services may only be ordered in conjunction with or in support of products or services purchased under this Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 003-97 Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

For Federally-owned space managed by GSA's Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alteration work may be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor.

Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the R&A services.

This R&A SIN shall not be used for PBS leased space.

Any Agency contracting officer ordering services under this SIN for Ancillary Repair and Alterations is responsible for complying with his or her agency's internal policies when procuring R&A services. This may include a specific warrant delegation for procuring construction services when the estimated amount of this portion of the task order exceeds \$2,000 (Ref. FAR 22.4).

Special Notice to Ordering Agencies: GSA or other landlords may require reperformance of any nonconforming work at agency expense. If applicable, agencies may seek appropriate recourse from the contractor responsible for the nonconforming work.

NOTE: NOTE: See requirements for 003-97 in Part I (Goods and Services) and Document #14 (Repair and Alteration Clauses).

Sales: \$10,482,104

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

003 100 --- Ancillary Supplies and/or Services -

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.

Sales: \$173,715

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

371 001 --- Grounds Maintenance

Services include but are not limited to the planning; design (excludes A&E services); development; maintenance; management and operations, for grounds maintenance at or on Federal facilities and/or properties. These services involve mowing; planting; seeding; fertilizing; raking; mulching; watering; pruning; weeding (including spraying and pre- and post-emergent treatments); aerating; landscaping (including organic; green and native landscaping); landscaping design (excludes A&E services); garden maintenance services; hydro seeding services; indoor plant and shrub maintenance, including tropical plant maintenance; maintenance of ornamental trees and shrubs; plant maintenance; seasonal grounds maintenance (such as snow plowing and removal); shrub bracing; sod laying; shrub trimming; green roof maintenance; turf installation; turf and lawn restoration services; lawn painting; natural re-vegetation; and snow and ice removal.

Sales: \$11,995,208

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : S208

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561730	Landscaping Services	\$7 million

371 002 --- Tree Planting/Trimming/Removal

Services include but are not limited to the planning, development, mangement, operation, and maintenance of trees on Federal facilities and/or properties. These services involve planting, trimming, removal and mulching and all other services relating to tree planting/trimming/removal.

Sales: \$6,406,057

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : S208

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561730	Landscaping Services	\$7 million

371 003 --- Pest Control

Services include but are not limited to the planning; development; management; operations; and maintenance for pest control and removal (includes insect and weed control) at or on Federal facilities and/or properties (to include shrubs and trees). These services involve applications of pesticides (including organic, natural pesticides and other green and environmentally friendly methods), trapping and/or removal of pests.

Sales: \$2,328,531

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : S207

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561710	Exterminating and Pest Control Services	\$7 million

371 004 --- Cemetery Maintenance:

Includes the complete maintenance of the cemetery and surrounding grounds. Including but not limited to: grounds maintenance; tree trimming/planting/removal; landscaping (including organic and green landscaping); raising, setting and aligning headstones; cleaning of headstones; maintenance of pathways, drives, curbs and parking areas; trash removal; maintenance of existing fencing, railing, benches, flag poles, monuments or statues; maintenance of irrigation systems, drainage and water features.

Sales: \$140,298

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : S208

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
812220	Cemeteries and Crematories	\$19 million

541 001 --- Independent Elevator Inspection Services

Services include the performance of complete independent inspection and testing of a variety of vertical transportation such as elevators, escalators, dumb waiters, wheelchair lifts, and moving walkways, and include but are not limited to systems, equipment and components such as hoist way and car doors, guides and operating devices; hoisting machines, sheaves and brakes, motors and motor generator sets; hoisting ropes, governor ropes, safety ropes, compensation ropes, operating cables, governors, safeties, interlock and contacts, guide rails and oiling devices, terminal, slowdown and leveling devices, elevator cars, counterweights, and buffers, machine rooms, hoist ways and pits, automatic and manual emergency fire service (phase I & II) and emergency power operations.

Sales: \$852,483

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : H335

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541350	Building Inspection Services	\$7 million

541 099 --- Introduction of New Services

A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government or not currently available under any GSA Contract, but is categorically related to this procurement. This SIN is available to all subSchedules in the Consolidated Schedule.

Sales: \$1,500,619

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : H335

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541350	Building Inspection Services	\$7 million

561 001 --- Fire Alarm System Preventative Maintenance and Repair Services

Services include but are not limited to the performance inspection, testing, and preventive maintenance or repair of a variety of fire alarm and notification systems, equipment and components such as manual alarm devices, smoke and heat detectors, tamper switches, pressure switches, waterflow switches, remote and graphic annunciators, main fire alarm panel and components, voice alarm system, speakers and horns and other audible and visual devices, wiring circuits and junctions, all other alarm, detection and control and ancillary devices, and emergency power operations.

NOTE: NOTE: See requirements for 561-001 in Part I (Goods and Services) and Document #15 (Fire Alarm and Water Based Fire Suppression Requirements).

Sales: \$9,326,910

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561621	Security Systems Services (except Locksmiths)	\$12.5 million

561 002 --- Water Based Fire Suppression System Preventative Maintenance and Repair Services

Services consist of but are not limited to, the performance inspection, testing and preventive maintenance or repair services of all mechanical devices including valves, sprinklers, couplings, piping and connections, water motor gongs and alerting devices, tamper switches, pressure switches, waterflow switches, standpipes, backflow preventers, private fire service mains, pumps and test headers.

NOTE: NOTE: See requirements for 561-002 in Part I (Goods and Services) and Document #15 (Fire Alarm and Water Based Fire Suppression Requirements).

Sales: \$6,035,681

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561621	Security Systems Services (except Locksmiths)	\$12.5 million

811 001 --- Elevator and Escalator Preventative Maintenance

Services consist of, but are not limited to, the performance of full repair and maintenance services including maintenance or repair of all mechanical devices and lighting, fixtures, ballast, bulbs, lamps, tubes, intercoms, telephone devices, wiring, appurtenances mounted in or on the car, fans, air conditioning units, security systems, lenses switches, lens plates, push buttons, and doors.

Sales: \$18,039,320

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers	500 employees

811 002 --- Complete Facilities Maintenance

Services related to the complete operations, maintenance and repair of military and government facilities to include green maintenance. These services could include but are not limited to a combination of: painting as it relates to maintenance; property maintenance; pest control services; grounds maintenance; landscaping; tree trimming; and snow removal; elevator inspection and maintenance services; fire alarm system preventive maintenance and repair services and fire suppression system preventive maintenance and repair services; locksmith services; laundry services; janitorial/custodial services; collection and disposal of refuse; collection and disposal of recycle materials; roofing repair (excluding complete roof replacement); plumbing and pipefitting; electrical, including high/low voltage systems and utility service; maintenance and repair of exterior electrical distribution system; paving as it relates to maintenance and repair of surface areas; telephone maintenance; support training and consulting services; cemetery maintenance; operation and maintenance of water distribution system and maintenance of the septic field; repair of water tanks; all mechanical and operations maintenance and repair of building systems; heating/ventilation/Air Conditioning (HVAC) maintenance; boiler and chiller maintenance; and maintenance of facilities, renewable energy systems, Energy Management Control Services (EMCS) and building systems to include instruments; carpentry; masonry; and refrigeration services.

NOTE: NOTE: See requirements for 811-002 in Part I (Goods and Services).

Sales: \$122,861,102

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

811 003 --- Complete Facilities Management

Services include facilities management and consulting. Services will be management duties including, but not limited to, property and facilities management, planning, scheduling, quality control software support services, and computer and/or facilities management systems. The service will include adequate staff of personnel and alternates as required, with the necessary management expertise to assure performance of the work in accordance with sound and efficient management practices. [For separate SIN requirements not part of integrated facility management systems support such as independent energy management systems, intrusion alarm systems, and guard services, see schedule 84]

NOTE: NOTE: See requirements for 811-003 in Part I (Goods and Services).

Sales: \$43,125,467

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

811 004 --- Electrical, and all Utility Services limited to Facility Maintenance

Service includes all labor, materials, tools, equipment and supervision necessary to supply and deliver firm uninterrupted electrical energy, and Utility Services necessary to meet the Government's needs, resulting contracts could be responsible for the operation, maintenance, repair, future upgrades, and future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the utility system(s) shall manage the maintenance, repairs, replacement, etc., of the system(s) to ensure continuous, adequate, and dependable service for each Government or tenant. Including, Electrical, all types of cabling, Telephone, Gas and Water Utility Service, Drinking water and Waste Water Services. Procurement of natural gas and/or electricity and other energy related services refer to the Energy Management Schedule.

Sales: \$7,768,896

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million

811 005 --- Refrigeration, Heating, Ventilation, Air Conditioner, Boiler and Chiller HVAC Maintenance

Services related to providing heating and ventilation services. Service could include, but are not limited to, cleaning; air balancing; restoration and de-contamination of HVAC systems or any combination of providing plant equipment; materials; tools; transportation; supervision; labor to perform all repairs; periodic preventative maintenance (PPM); and emergency service work calls to ensure continual operations of refrigeration; heating; ventilation; air conditioner; boiler; Geothermal heat pump systems; renewable energy systems; and boiler and chiller systems.

Sales: \$32,525,823

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J035**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

811 006 --- Facilities Maintenance and Management Consulting -

Facilities Maintenance and Management Consulting Facilities consulting services that include, but are not limited to: the development, planning, facilitation, coordination, documentation, program planning, audits, inspections, evaluations, studies, analyses (including cost), scenarios, reports, policy and regulation development assistance for initiatives in areas of facilities maintenance and management solutions. Includes Smart Building Consulting.

Sales: \$467,262**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** J035**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

Group Name: Industrial, Aerospace, and Marine Painting**801 001 --- Surface Preparation**

Services related to the preparation for application of chemical compounds to Federal vehicles, machinery and other equipment and Support Training/Consultation Services as they pertain to preparation for and application of chemical compounds to Federal vehicles, machinery and other equipment. THIS SIN DOES NOT COVER PASSENGER CARS, TRUCKS OR BUSES. These services include surface preparation for painting and sealant application on ships, aircraft, VEHICLES and other equipment or machinery surface that requires application of chemical compound, such as paint, sealant, coatings, or adhesives.

Sales: \$200,637**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** J025**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
811121	Automotive Body, Paint and Interior Repair and Maintenance	\$7 million

801 002 --- Application of Chemical Compounds

Services involving the application of chemical compounds to federal vehicles, machinery and other equipment and Support Training/Consultation Services as they pertain to application of

chemical compounds to Federal vehicles, machinery and other equipment. THIS SIN DOES NOT COVER PASSENGER CARS, TRUCKS OR BUSES. These services include painting and sealant application on ships, aircraft, VEHICLES and other equipment or machinery surface that requires application of chemical compound, such as paint, sealant, coatings, or adhesives.

Sales: \$181,446

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J025

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers	500 employees

801 099 --- Introduction of New Services

New services within the scope of the schedule, but most specifically covered by a numbered SIN that has the potential to provide the Government with a more economical or efficient means of meeting mission requirements.

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J025

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541350	Building Inspection Services	\$7 million

Part II - CONTRACT TERMS AND CONDITIONS

Begin Regulation

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

Begin Regulation

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (JUL 2010)

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under <http://www.FederalReporting.gov>.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors.
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide —

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —

(A) In the subcontractor's preceding fiscal year, the subcontractor received —

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

Begin Regulation

52.210-1 MARKET RESEARCH (APR 2011)

(a) *Definition.* As used in this clause —

Commercial item and nondevelopmental item have the meaning contained in Federal Acquisition

Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to —

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that —

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II – DEC 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[Not Applicable] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)	Clause

	(ALTERNATE II -- OCT 2001)	
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

Note: Regulation 52.212-5

In accordance with the Federal Acquisition Circular 2005-47 (December 13, 2010) revision of Alternate II of clause 52.212-5, paragraphs(d)(1) and (e)(1) are changed to read:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to

(i) Examine any of the Contractors or any subcontractors records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph

(f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (Nov 2007)(41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

Begin Regulation

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Begin Regulation

52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)16.506(b)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100.00, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any

one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

Begin Regulation

52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)

16.506(e) FSS A/L FC-94-2

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth

in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received--
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

- (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
- (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

- (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
- (2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

- (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--
 - (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
 - (ii) The designee at task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--
 - (i) Are adequately trained to carry and use them--
 - (A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) (DEVIATION I - FEB 2007)	Clause
52.212-4	CONTRACT TERMS AND CONDITION--COMMERCIAL ITEMS (JUN 2010) (ALTERNATE I -- OCT 2008) (DEVIATION I -- FEB 2007)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I -- AUG 2003)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (OCT 2010) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY	Clause

	2003)	
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)	Clause
	(DEVIATION I - MAY 2003)	
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996)	Clause
	(ALTERNATE I - MAY 2003)	
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE)	Clause
	(AUG 1997)	
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION	Clause
	FAR 52.232-8)	
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY	Clause
	2003)	
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)	Clause
	(DEVIATION FAR 52.252-6)	
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER	Clause
	SHIPMENT (APR 1984)	
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
F-FSS-202-F	DELIVERY PRICES (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

Begin Regulation

552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)

(a) *Definitions.*

Approved program means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

Defense Priorities and Allocations System (DPAS) means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

Delegate Agency means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

Rated order means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) Rated Order Requirement.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) Additional information.

Additional information may be obtained at the DOC DPAS website <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

Begin Regulation

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
See Schedule of Items	To be determined at the task order level	_____
See Schedule of Items	To be determined at the task order level	_____
See Schedule of Items	To be determined at the task order level	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Begin Regulation

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL	Clause

	2003)	
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATED I - SEP 2010)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)	Clause

Begin Regulation

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(SEP 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

Begin Regulation

**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999)
(ALTERNATE I—SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract.(For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the

increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
- (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- (3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
- (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
- (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

552.216-72 PLACEMENT OF ORDERS (AUG 2010)

(a) Delivery orders (orders) will be placed by:

Authorized Ordering Agencies

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for

implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Office of the Chief Information Officer (OI),
2100 Crystal Drive,
Arlington, VA 22202

Telephone: (703) 605-9444

Begin Regulation

**552.238-76 Definition (Federal Supply Schedules)--Recovery
Purchasing (FEB 2007)**

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

Begin Regulation

**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING
ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.

☐ Contractor will provide overseas delivery only.

☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

State and local government entities, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

Begin Regulation

552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract

formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, ``Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)

(a) *General Background.*

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement

Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

Begin Regulation

**CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD
(MAR 2008)**

(a) The Government will consider award for a responsible Offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I Administrative/Contract Data: Section I Administrative/Contract Data will be evaluated for its successful completion of all requirements outlined in the Instructions to Offerors in Part II of the Solicitation Document. The firm must be determined financially responsible based on the financial information provided.

(2) Section II Technical Proposal:

(i) Section II Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable (Go/No Go) based on the four technical evaluation factors described in the Specific Proposal Submission Instructions to Offerors in the Cover Page of the Solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii) Factor One – *Corporate Experience*: Failure to provide the information as described in the Specific Proposal Submission Instructions for Factor One will result in an “unacceptable” rating for that SIN. The Offeror shall have demonstrated that the firm can successfully perform, administer and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. They must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii) Factor Two – *Relevant Project Experience*: The Offeror must submit the information described in Factor Two of the Specific Proposal Submission Instructions located on the Cover Page of the solicitation, and must also demonstrate the successful completion of orders which are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(iv) Factor Three – *Past Performance*: Failure to provide information as described in Factor Three of the Specific Proposal Submission Instructions may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the Contracting Officer in determining the past performance rating of the Offeror. The Government reserves the right to consider any other pertinent information which comes to the attention of the Government regarding the Offeror’s past performance. The Government will consider the Offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those Offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(v) Factor Four – *Quality Control Plan*: Failure to provide the required information as described in Factor Four of the Specific Proposal Submission Instructions to Offerors may result in an “unacceptable” rating for the Technical Proposal.

(vi) Offerors are on notice that proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III Price Proposal:

(i) Section III Price Proposal will be evaluated for its successful completion of all requirements outlined in the Specific Proposal Submission Instructions in the Cover Page of the solicitation document. In order for the Section III Pricing proposal to be rated acceptable, the Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(ii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

Note: The Government reserves the right to award without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning

552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Begin Regulation

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering

price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!TM in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed \$100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*TM (SEP 2000)

(a) The Contractor must participate in the GSA *Advantage!*TM online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)**(a) General Background.**

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice,

Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!™.

(1) GSA Advantage!™ will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!™ enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!™ may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)**(a) Electronic Contract Data.**

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.

(3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service**Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) **CUSTOMER INFORMATION:** The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the

micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

**I-FSS-680 DISSEMINATION OF INFORMATION BY
CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD
SCHEDULE (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
 - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
 - (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator,

as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Clause 52.252-2 incorporates two versions of clause 52.212-4:

52.212-4 (JUNE 2010) (DEVIATION I FEB 2007) applies to fixed price orders.

52.212-4 (JUNE 2010) (ALTERNATE I OCT 2008) (DEVIATION I FEB 2007) applies to Time-and-Materials or in Labor Hour orders.

Part III - VENDOR INSTRUCTIONS

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have _____ have not _____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY

MATTERS (JAN 2011)

(a) *Definitions.* As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means —

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror _____ has _____ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

Begin Regulation

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

Pricing information as described in 552.212-70 and SCP-FSS-002.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price with Economic Price Adjustment, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
FAS, Center for Facilities Maintenance and Hardware (6QSAA) 1500 E. Bannister Road, Room 1085 Kansas City, MO 64131 NOTE: Protests of task orders shall be filed directly with the ordering agency at the address designated by the ordering agency Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Begin Regulation

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2008)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING
SOLICITATION (DEC 2000)**

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect

unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

(a) “The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.”

(b) “GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.”

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 03FAC are listed below

SIN #	SIN Title	Total Sales in \$
003 01	Smart Buildings Systems Integrator	\$24,020

003 97	Ancillary Repair and Alterations	\$10,482,104
003 100	Ancillary Supplies and/or Services -	\$173,715
371 001	Grounds Maintenance	\$11,995,208
371 002	Tree Planting/Trimming/Removal	\$6,406,057
371 003	Pest Control	\$2,328,531
371 004	Cemetery Maintenance:	\$140,298
541 001	Independent Elevator Inspection Services	\$852,483
541 099	Introduction of New Services	\$1,500,619
561 001	Fire Alarm System Preventative Maintenance and Repair Services	\$9,326,910
561 002	Water Based Fire Suppression System Preventative Maintenance and Repair Services	\$6,035,681
801 001	Surface Preparation	\$200,637
801 002	Application of Chemical Compounds	\$181,446
801 099	Introduction of New Services	\$0
811 001	Elevator and Escalator Preventative Maintenance	\$18,039,320
811 002	Complete Facilities Maintenance	\$122,861,102
811 003	Complete Facilities Management	\$43,125,467
811 004	Electrical, and all Utility Services limited to Facility Maintenance	\$7,768,896
811 005	Refrigeration, Heating, Ventilation, Air Conditioner, Boiler and Chiller HVAC Maintenance	\$32,525,823
811 006	Facilities Maintenance and Management Consulting -	\$467,262
812 001	Dry Docking Services:	\$0
812 002	Dockside Maintenance and Repair Services:	\$661,467
871 100	Ancillary Supplies and/or Services -	\$7,728
871 202	Energy Management Planning and Strategies	\$8,587,473
871 203	Training on Energy Management	\$976,116
871 204	Metering Services	\$1,754,552
871 205	Energy Program Support Services	\$2,654,795
871 206	Building Commissioning Services	\$6,989,590
871 207	Energy Audit Services	\$8,462,325
871 208	Resource Efficiency Management (REM) -	\$2,534,693
871 209	Innovations in Renewable Energy -	\$16,961,409
871 210	Water Conservation	\$2,979,556
871 211	Energy Consulting Services -	\$0
871 299	Introduction of New Services	\$0

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

- (1) Notice that discussions are concluded;
- (2) Notice that this is the opportunity to submit a final proposal revision;
- (3) The specified cutoff date and time;
- (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the request for final proposal revision.

Begin Regulation

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an

INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

See Past Performance Evaluation in Required Attachment

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I – JAN 2011)

- (a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.
- (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

Begin Regulation

55.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (MAR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision —

“*Forced or indentured child labor*” means all work or service —

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except —

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Restricted business operations*” — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in

the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price*

Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either —

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) _____ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(8)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(9) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if

the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan,

Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are

insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

- (1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not

currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

Not Applicable (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

Not Applicable (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) *Common parent.*

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

 Name _____.

 TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) [Reserved]

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.